

BROOKLINE HOUSING AUTHORITY RAD LEASE

THIS LEASE AGREEMENT is executed between 90 Longwood Manager LLC, on behalf of 90 Longwood LLC, by their Managing Agent, the Brookline Housing Authority (herein called "BHA"), and _____ (herein called "Tenant"), and becomes effective as of this date: _____.

I. Description of the Parties and Premises

(a) Unit: That the BHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in this Lease agreement) the dwelling unit located at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household and subject to the terms and conditions contained in this lease.

(b) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest.

(c) Premises must be used as the only private residence of the Tenant and the family members named in this Lease.

(d) Resident acknowledges that 90 Longwood LLC is operated pursuant to the rules and regulations of the Low Income Housing Tax Credit Program (the "Program"). The Program requires that the Premises be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code of 1986 ("Section 42"). At this property, Qualified Households must meet certain income limitations. Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of BHA. Such approval will be granted only if the new family members pass BHA's screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for BHA's approval before allowing additional person/s to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which BHA may terminate the lease in accordance with Paragraph XVI.

(e) Tenant shall report deletions (for any reason) from the household members named on the lease to the BHA in writing, within 10 days of the occurrence.

(f) Tenant and each other household member must physically occupy the leased premises as his or her primary place of residence for at least nine (9) months during any twelve (12) month period. If a household member shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

(g) In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to BHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for the Section 8 Housing Choice Voucher Program and/or IRS Section 42 guidelines and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with BHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no

longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by BHA.

II. Lease, Term and Amount of Rent

(a) Term: The term of this Lease shall be one calendar year, renewed as stipulated in this Lease.

(b) Unless otherwise modified or terminated in accordance with Paragraph XVI below, this Lease shall automatically be renewed for successive terms of one calendar year. ^[§]The rent amount is stated in this Lease. Rent shall remain in effect unless adjusted by the BHA in accordance with Paragraph VI below. ^[§]The amount of the Total Tenant Payment and Tenant Rent shall be determined by the BHA in compliance with HUD and/or IRS regulations and requirements and in accordance with BHA's Section 8 Administrative Plan.

(c) The Program provides for a specific maximum monthly rent which may be charged for the Premises, which amount is subject to annual adjustment based upon median incomes as determined by the U.S. Dept. of Housing & Urban Development ("HUD"). Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Rent may include utilities as described in Paragraph III herein, and includes all maintenance services due to normal wear and tear. ^[§]When BHA makes any change in the amount of Total Tenant Payment or Tenant Rent, BHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent determinations are subject to the Informal Review and Hearing Procedure.

(d) Rent: Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ _____ from BHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning ___/___/___ and ending at midnight on ___/___/___.

Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh day of said month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the utility supplier by BHA for the Tenant.

III. Other Charges

(a) Utilities and Appliances: BHA-Supplied Utilities. If indicated by an (X) below, BHA provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Heating Fuel Water Sewerage Other:

If indicated by an (X) below, BHA shall provide the following appliances for the premises: Cooking Range Refrigerator

(b) Utility Allowances: Tenant-Paid Utilities. If indicated by an (X) below, BHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ _____ for the following utilities paid directly by the Tenant to the Utility supplier:

Electricity Gas Heat Water Sewerage Trash removal Tenant-supplied cooking range Tenant-supplied refrigerator

(c) Maintenance Costs. The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When BHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by BHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to BHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(d) Late Charges. A charge of \$1.00 per day late for rent or other charges paid after the seventh calendar day of the month. BHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives BHA's written notice of the charge.

IV. Payment Location

Rent and other charges can be paid at the main administrative office located at 90 Longwood Avenue, Brookline, MA 02446. BHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Utilities and Appliances

(a) BHA Supplied Utilities. If indicated by an (X) in Paragraph III of the Lease Agreement, BHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. BHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) in Paragraph III of the Lease Agreement, BHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of BHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office.

(b) Tenant-Paid Utilities. If Tenant resides in a development where BHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, BHA will pay a Utility Reimbursement each month. BHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(c) Tenant Responsibilities. Tenant agrees not to waste the utilities provided by BHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling. Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding twenty-one (21) days within a twelve (12) month period. Permission may be granted, upon written request to the BHA for an extension of this provision.

(b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year.

(2) Tenant agrees to supply BHA, when requested, with accurate information about: family composition, age of family members, student status, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and BHA may terminate the lease. All information must be verified. Tenant agrees to comply with BHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. BHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this Paragraph. This information will be used by BHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Section 8 Administrative Plan. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) All changes in family composition resulting from natural births, adoptions, and court awarded custody must be reported to the Housing Manager within seven (7) days of the occurrence. All other additions to the household members named on the lease require the advance written approval of BHA pursuant to Section I(d). Failure to report changes in family composition within the seven (7) days may result in a retroactive rent charge.

(4) This Lease will not be revised if: (a) the new household member does not meet the criteria for admissions pursuant to BHA policy; or (b) the addition of the new household member would cause overcrowding in violation of the State Sanitary Code, and the increase in family size is not the result of birth, changes in custody, adoption, marriage or marital reconciliation; or (c) The addition of the new household member would cause overcrowding in violation of the State

Sanitary Code, and the increase in family size is not the result of a return of tenant's children or parents who had previously been listed on the lease less than twelve months prior to the application to be added to the household.

(5) Resident agrees to notify landlord immediately of any changes in household income as per the Section 8 Administrative Plan.

(c) **Rent Adjustments.** Rent adjustments will be made in accordance with the Section 8 Administrative Plan and Tenancy Addendum.

(d) Transfers

- (1) Tenant agrees that if BHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, BHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) BHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (4) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by BHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, BHA may terminate the Lease.
- (5) Involuntary transfers are subject to the Informal Review and Hearing Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (6) BHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Section 8 Administrative Plan .

VII. BHA Obligations

BHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe, and sanitary condition and in accordance with HUD's Housing Quality Standards;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with BHA;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by BHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges

for maintenance and repair, or for excess consumption of utilities.) When BHA is required to afford Tenant the opportunity for a hearing under the BHA Informal Review and Hearing Procedure:

(i) To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

(j) To conduct annual inspections of building, grounds, and dwelling unit.

VIII. Tenant's Obligations

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit.

(b) (1) Not to give accommodation to boarders or lodgers; ^[L]_[SEP]

(2) Not to give accommodation to long-term guests (in excess of twenty-one (21) days within a twelve (12) month period) without the advance written consent of BHA.

(c) To use the premises solely as a private dwelling and a primary residence for the Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to BHA's Occupancy standards, and so long as BHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) To abide by all policies promulgated by BHA for the benefit and well-being of the housing project and Tenants. Violation of such policies constitutes a substantial violation of the Lease. Said policies include, but are not limited to, the BHA Pet Policy, BHA Smoke-Free Housing Policy, BHA Maintenance Charge List, and BHA Resident Handbook.

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by BHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

(i) To refrain from, and cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(k) To act, and cause household members or guests to act in a manner that will:

(1) Not disturb other residents' peaceful enjoyment of their accommodations; and

(2) Be conducive to maintaining all BHA projects in a decent, safe, and sanitary condition.

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity, including but not limited to sex offenses, on or off of the premises of the BHA that threatens the health, safety, or right to peaceful enjoyment of BHA's public housing premises by other residents or employees of BHA, or;

(2) Any drug-related criminal activity on or off of the premises of the housing authority. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance pursuant to federal or state law, or

(3) To refrain from alcohol abuse that the BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents of the BHA.

(m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of BHA. To make no changes to locks or install new locks without BHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by BHA.

(n) To give prompt prior notice to BHA, in accordance with Paragraph XV hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act in a cooperative manner with neighbors and BHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and BHA staff.

(p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Massachusetts anywhere on the property of BHA.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

(r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(s) To refrain from erecting or hanging any antenna, satellite dish or any other device or item of any kind on or from any part of the dwelling unit without the written approval of BHA.

(t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of BHA.

(u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit on temporary or permanent basis except with the written permission of the BHA in accordance with BHA rules and policies, unless a reasonable accommodation is granted for a verified disability that warrants the possession of a service animal or companion animal. ^{[[]]} _{[[EP]]}

(v) To refrain from, and to cause members of Tenant's household and Tenant guests to refrain from smoking in accordance with BHA policy.

(w) To park vehicles on BHA property in accordance with the BHA parking policy and only with a valid BHA parking permit. To remove from BHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by BHA. Tenant acknowledges and agrees that any vehicle that is unregistered, not operational, or that does not have a valid inspection sticker will be considered abandoned and may be removed from BHA property at Tenant's expense. Automobile repairs are not permitted on project site.

(x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(y) Not to commit any fraud in connection with any Federal or State housing assistance program.

(z) Not to receive assistance for occupancy of any other unit assisted under any Federal or State housing assistance program during the term of the lease.

(aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company and to avoid disconnection of utility service for such utilities.

IX. Personal Property

a. Insurance of Personal Property By Tenant. Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

b. Removal of Personal Property. Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from BHA property.

c. Personal Property Left on Termination of Lease. Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from BHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by BHA. Tenant shall be responsible for and shall reimburse BHA for costs for moving, storage and disposal of personal property following the termination of this lease.

X. Violence Against Women Act Provisions

(a) An incident of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if and only if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

(b) Notwithstanding Paragraph 1 above, or any Federal, State, or local law to the contrary, the Authority may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, or terminate occupancy rights of any individual who is a tenant or lawful occupant and who engaged in criminal acts of physical violence against family members or others without evicting, removing, or terminating occupancy rights or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

(c) Nothing in this Paragraph shall:

(1) Limit the Authority from honoring court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;

(2) Limit the Authority from evicting a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict;

(3) Limit the Authority to terminate the tenancy of any tenant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted;

(4) Supersede any provision of any Federal, State, or local law that provides greater protection than this Paragraph for victims of domestic violence, dating violence, or stalking.

(d) All information the Authority may request to confirm domestic violence, dating violence or stalking victim status, pursuant to Federal law, shall be retained in confidence by the Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

- (1) Requested or consented to by the individual in writing;
- (2) Required for use in an eviction proceeding; or
- (3) Otherwise required by applicable law.

(e) For the purposes of this Paragraph and this lease, the following definitions apply:

- (1) “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitation with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws;
- (2) “dating violence” is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with *the* victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship;
- (3) “stalking” is defined as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing under surveillance with the intent to kill, injure, harass, or intimidate another person; and, in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, placing a person in reasonable fear of the death of, or serious bodily injury to, or causing substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person;
- (4) “immediate family member”, with respect to a person, is identified as a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

XI. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

(a) BHA Responsibilities:

- (1) BHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (2) BHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. BHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (3) Tenant shall accept any replacement unit offered by BHA.
- (4) In the event BHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (5) If BHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

(b) Tenant Responsibilities:

- (1) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

(2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by BHA, during the time in which the defect remains uncorrected.

XII. Move-in and Move-out Inspections

(a) **Move-in Inspection.** BHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. BHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by BHA and Tenant and a copy of the statement retained in Tenant's folder. BHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) **Move-out Inspection.** BHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to BHA.

XIII. Entry of Premises During Tenancy

(a) Tenant Responsibilities.

(1) Tenant agrees that the duly authorized agent, employee, or contractor of BHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]

(2) When Tenant calls to request maintenance on the unit, BHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when BHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) BHA's Responsibilities.

(1) BHA shall give Tenant at least 48 hours written notice that BHA intends to enter the unit. BHA may enter only at reasonable times.

(2) BHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, BHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIV. Notice Procedures

(a) **Tenant Responsibility.** Any notice to BHA must be in writing, delivered to the Project Office or to BHA's central office, or sent by prepaid first-class mail, properly addressed.

(b) **BHA Responsibility.** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.

(c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

(d) If Tenant is visually impaired, all notices must be in an accessible format unless management has actual knowledge that the tenant has the regular assistance of a sighted person who is available to read the notice to the tenant in a timely manner.

XV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by BHA and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make

payments due under the lease or to fulfill Tenant obligations set forth in Paragraph IX above, or for other good cause.

Such serious or repeated violation of terms shall include but not be limited to:

- (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh day of each month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of family income, assets, or composition;
 - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process recertifications;
 - (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 - (7) Illegal or other activity which impairs the physical or social environment of the development, including but not limited to criminal activity that threatens the health, safety or right to peaceful enjoyment of any of the BHA's public housing premises by BHA tenants or employees or agents of the BHA or any drug-related criminal activity on or near the premises, or any property of the BHA including, (a) unlawfully possessing or carrying a weapon on or near BHA property, in violation of M.G.L. c. 269 s10, (b) unlawfully possessing or using an explosive or incendiary device or other explosive devices, as defined in M.G.L. c. 266 s 101, 102, 102A, and 102B, on or near BHA property, (c) use of the premises for illegal or immoral purposes by a Tenant, member of Tenant's household or invited guest of a Tenant, including without limitation the use of the premises for purposes of prostitution, assignation, lewdness, illegal gaming, or the illegal keeping, sale or manufacture of alcoholic beverages, or the illegal keeping, sale or manufacture of Class A, B, C, D, or E controlled substance, as defined in M.G.L. c. 94Cs.31 by the tenant, any member of the tenant's household, any guest of the tenant, or any person on the premises with the consent of the tenant.
 - (8) Any fire on BHA premises caused by carelessness or unattended cooking.
 - (9) Creation or maintenance of a serious threat to the health or safety of other tenants or BHA employees or agents.
 - (10) Drug-related criminal activity by the head of household, any member of the household, or any guest of the household, taking place on or off the premises of the housing authority.
 - (11) Alcohol abuse by the head of household, any member of the household, or any guest of the household which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (12) Illegal use of a controlled substance by the head of household, any member of the household, or any guest of the household that the BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (13) Failure to execute a lease or a lease addendum.
 - (14) Serious or repeated violation of the other material terms, conditions or covenants of this lease including but not limited to Paragraph IX above.
 - (15) The family has refused continued assistance following notification by the BHA that they are no longer eligible for an accessible unit.
 - (16) Other good cause.
- (b) BHA shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or BHA staff is threatened;
3. Thirty (30) days in any other case.

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine BHA documents directly relevant to the termination or eviction.
2. When BHA is required to offer Tenant the opportunity for an Informal Review or Informal Hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with BHA's Informal Review or Informal Hearing Procedure.
3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this Paragraph. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
4. When BHA is required to offer Tenant the opportunity for an Informal Hearing concerning the lease termination under BHA's Informal Review or Informal Hearing Procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the Informal Hearing process has been completed.
5. When BHA is not required to offer Tenant the opportunity for a hearing under the Informal Review or Informal Hearing Procedure and BHA has decided to exclude such Informal Review or Informal Hearing, the notice of lease termination shall (a) state that Tenant is not entitled to a Informal Review or Informal Hearing on the termination; (b) specify the judicial eviction procedure to be used by BHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

BHA may evict Tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Paragraph XV above.

(e) In deciding to evict for criminal activity, BHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, BHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. BHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

XVI. Informal Review or Informal Hearing Procedures and Requirements

All disputes concerning the obligations of the tenant or management shall be resolved in accordance with the BHA Informal Review or Informal Hearing Procedure in effect at the time the dispute arises.

XVII. Waiver

No delay or failure by BHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVIII. Reasonable Accommodation

For all aspects of the lease and grievance procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a nondisabled person.

XIV. Modification of the Lease

Except for rent and household composition changes, modification of the lease must be accomplished by a written rider to the lease executed by both parties. Policies, rules, charges and allowances incorporated in this lease by reference may be modified in accordance with HUD regulations.

Riders incorporated herein by reference include: Tenancy Addendum (Rider 1), Tax-Exempt Bonds and Low-Income Tax Credit Rider (Rider 2), PBV Lease Rider (Rider 3).

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

The Lead Disclosure Addendum should be filled out with property-specific information, except for the applicant's initials and signature, which are obtained at lease signing.)

For Review Only

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

TENANT _____ DATE _____

BROOKLINE HOUSING AUTHORITY _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I and other members of my household have not committed any fraud in connection with any federal housing assistance program unless such fraud was fully disclosed to BHA before execution of the lease or before BHA approval for occupancy of the unit by the household member.

I further certify that all information or documentation submitted by myself or other household members to BHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

For Review Only

**Tenancy Addendum
Section 8 Project-based
Voucher Program****U.S. Department of Housing
and Urban Development**
Office of Public and Indian HousingOMB Approval No. 2577-0169
(exp. 04/30/2018)**Instructions for use of Tenancy Addendum**

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent.

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum
Section 8 Project-based
Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

| Item | Specify fuel type | | | | Provided by | Paid by |
|------------------|--------------------------------------|-------------------------------------|--|--|-------------|---------|
| Heating | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottle gas | <input type="checkbox"/> Oil or Electric | <input type="checkbox"/> Coal or Other | | |
| Cooking | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottle gas | <input type="checkbox"/> Oil or Electric | <input type="checkbox"/> Coal or Other | | |
| Water Heating | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottle gas | <input type="checkbox"/> Oil or Electric | <input type="checkbox"/> Coal or Other | | |
| Other Electric | | | | | | |
| Water | | | | | | |
| Sewer | | | | | | |
| Trash Collection | | | | | | |
| Air Conditioning | | | | | | |
| Refrigerator | | | | | | |
| Range/Microwave | | | | | | |
| Other (specify) | | | | | | |

**Signatures:
Owner**

Tenant

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Family Representative

Date

Signature

Date

Tenancy Addendum
Section 8 Project-based
Voucher Program
(To be attached to Tenant Lease)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part B: Tenancy Addendum

1. Section 8 Project-based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the

PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the

reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. Protections for Victims of Abuse

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

g. Eviction by Court Action. The owner may only evict the tenant by a court action.

h. Owner Notice of Grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

11. Family Right to Move

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit not counted against the 25 percent per-project cap on PBV assistance.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

TAX-EXEMPT BONDS AND LOW-INCOME TAX CREDIT RIDER
(Applicable to Apartments subject to Tax Exempt Bonds and/or
Low-Income Tax Credit Subsidies)

- (a) This Apartment is subject to the rules and restrictions relating to assistance received by the Development in connection with either tax-exempt bonds and/or low-income housing tax credits provided under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). For such purposes Resident has been determined to be an "eligible tenant" hereunder.
- (b) It shall constitute a "material noncompliance with this Lease" if Resident shall have obtained his/her status as an "eligible tenant" by falsely certifying household income or assets on any of the screening, application, or certification documents. Resident is obligated to provide such subsequent recertifications of income and assets and verifying materials annually or at such other times as the agency regulating such tax-exempt bonds and/or tax credits or Management shall require, including, but not limited to, federal and state income tax returns and W-2 or 1099 Internal Revenue Service forms (or their equivalent) for Resident and other members of the Resident's household for the calendar year prior to the year in which any such request is made.
- (c) If Resident has falsely certified household composition, such certification constitutes a "material noncompliance with the Lease. Resident is obligated to provide verification of household composition for all persons that are to reside in the Apartment. Acceptable documents that may be requested by Management for this purpose include, but are not limited to, birth certificates for each adult member and minor child who will occupy the Apartment, copies of social security cards or numbers, copy of a driver's license, or other acceptable means of identification Resident is obligated to provide such subsequent recertifications of family composition as the agency regulating such tax-exempt bonds and/or tax credits or Management shall require.
- (d) Resident also acknowledges that under the terms of the tax-exempt bonds and/or tax credit program, a household consisting entirely of full-time students as defined in section 151 (c)(4) of the internal revenue code is prohibited from qualifying as an eligible tenant household, regardless of income, unless such full-time student household meets an allowable exemption. Allowable exemptions include: (1) the household includes a person who is not a full-time student as defined by the provisions of the code; (2) Occupants (who are students) are married and eligible to file joint tax returns; (3) Any occupancy receives assistance under Title IV of the Social Security Act; (4) Any occupant is enrolled in certain governmentally supported job training programs; (5) Any occupant is a single parent with children who are dependents (within the meaning of section 152 of the code) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a parent; (6) the household includes a student who was previously under the care and placement responsibility of the state agency responsible for administering foster care. Consequently, if resident, upon initial

certification, annual recertification, or at any time during the low income period, does not qualify as an eligible tenant based on full-time student status, such event shall constitute a material noncompliance with the occupancy agreement and the occupancy agreement will be subject to termination by management, residents participation in such program(s) will terminate, and the tenant will be subject to eviction.

It is hereby acknowledged that this Rider is incorporated in and made part of the Occupancy Agreement made by and between Resident (s) and Owner and is effective with the Occupancy Agreement commencement date _____, 20__ and self renews with all future Occupancy Agreements with the Owner.

Executed this _____ day of _____ 20__

RESIDENT SIGNATURE(S):

MANAGEMENT SIGNATURE:

For Review Only

PBV Lease Rider

A. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- i. A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction;
- ii. 14 days in the case of nonpayment of rent; and
- iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. Grievance Process. HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

¹ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
- ii.** An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
- iii.** The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv.** The PHA (as owner) provide opportunity for an informal hearing before an eviction.

For Review Only